



STAFF REPORT

DATE: JULY 5, 2011
TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: ROD FOSTER, EXECUTIVE DIRECTOR
PREPARED BY: MARK TOMICH, DEVELOPMENT SERVICES DIRECTOR
SUBJECT: APPROVAL TO EXTEND THE TERM OF THE PROFESSIONAL SERVICES AGREEMENTS WITH THE FOLLOWING CONSULTANTS: HALL AND FOREMAN INC., HOGLE-IRELAND, INC., AND DAVID EVANS AND ASSOCIATES.

RECOMMENDED ACTION

It is recommended that the City Council approve amending three Professional Services Agreements with Consultants working on the West Valley Specific Plan Amendment, General Plan Update, and Pellissier Ranch Specific Plan on behalf of the City of Colton by extending the terms of each agreement to June 30, 2012.

GOAL STATEMENT

The proposed action will support the City's goal to complete major land use policy projects.

BACKGROUND

In managing the workload of Development Services, along with ongoing negotiations with the U.S. Fish & Wildlife Service pertaining to the Delhi Sands Fly, and significant redesign of draft Specific Plans, timeframes initially estimated to complete several City/Redevelopment Agency-funded projects need to be extended. As such, term extensions are needed to complete the projects already underway. Staff hired in mid-2010 has taken charge of the projects and is again moving them forward to completion. Each of the three projects listed herein are expected to be completed within the contract extension timeframe – by June 30, 2012. Additional costs will not be incurred without consideration and approval by the City Council.

ISSUES/ANALYSIS

The following Professional Services Agreements (PSAs) require term extensions:

- 1) Hall and Foreman Inc., Amendment #5, PSA for the West Valley Specific Plan Amendment document; term extension to June 30, 2012.

- 2) Hogle-Ireland, Inc., Amendment #4, PSA for the General Plan Update (Land Use, Housing, Circulation Elements and EIR); term extension to June 30, 2012.
- 3) David Evans and Associates, Amendment #5, PSA for the Pellissier Ranch Specific Plan and EIR; term extension to June 30, 2012.

FISCAL IMPACTS

These amendments are for extending the term of the agreements and require no change in contract amounts; therefore, there is no fiscal impact.

ALTERNATIVES

1. Not extending the term of the contracts for the Consultants will result in projects not being completed.
2. Provide alternative direction to staff.

ATTACHMENTS

- 1) PSA Amendment #5, with Hall and Foreman, Inc.
- 2) PSA Amendment #4 with Hogle-Ireland, Inc.
- 3) PSA Amendment #5 with David Evans and Associates

**FIFTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF COLTON
AND
HALL AND FOREMAN, INC.**

1. PARTIES AND DATE.

This Fifth Amendment to the Professional Services Agreement ("Fifth Amendment") is made and entered into this 5th day of July 2011 by and between the Redevelopment Agency of the City of Colton ("Agency") and Hall and Foreman, Inc. ("Consultant"). Agency and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Fifth Amendment.

2. RECITALS.

2.1 Agreement. Agency and Consultant entered into that certain Professional Services Agreement dated June 19, 2007 ("Agreement"), whereby Consultant agreed to provide a Specific Plan document and an Environmental Impact Report("EIR") on the West Valley Specific Plan Amendment Area.

2.2 First Amendment. On February 5, 2008, Agency and Consultant amended the Agreement for the first time to increase the compensation in the amount of \$109,930 to cover Phase II (identified in the Agreement to be funded separately) to include a Land Use Plan and design concepts, circulation, water/wastewater, hydrology, development regulations, and architectural and landscape guidelines.

2.3 Second Amendment. On October 21, 2008, Agency and Consultant amended the Agreement for the second time to increase the compensation in the amount of \$39,985 and to expand the scope of services to address the economic downturn and its effect on development, phasing and financial impacts on the West Valley Specific Plan.

2.4 Third Amendment. On September 15, 2009, Agency and Consultant amended the Agreement for the third time to extend the term to June 30, 2010.

2.5 Fourth Amendment. On September 21, 2010, Agency and Consultant amended the Agreement for the fourth time to extend the term to June 30, 2011.

2.6 Amendment. Agency and Consultant desire to amend the Agreement for the fifth time to extend the term of the Agreement to June 30, 2012.

3. **TERMS.**

3.1 Term. Section 3.1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“3.1.2 Term. The term of this Agreement shall be from June 19, 2007 to June 30, 2012, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement. Up to three one-year extensions may be approved upon written authorization from City Manager.”

3.2 Continuing Effect of Agreement. Except as amended by this Fifth Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Fifth Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Fifth Amendment.

3.3 Counterparts. This Fifth Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**REDEVELOPMENT AGENCY OF
THE CITY OF COLTON**

HALL AND FOREMAN, INC.

By: _____
Rod Foster
Executive Director

By: _____
Jon E. Bourgeois,
Executive Vice President

Attest:

Eileen C. Gomez
Assistant Secretary

Approved as to Form:

Best Best & Krieger LLP
Agency Attorney

**FOURTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF COLTON
AND
HOGLE-IRELAND, INC.**

1. PARTIES AND DATE.

This Fourth Amendment to the Professional Services Agreement ("Fourth Amendment") is made and entered into this 5th day of July 2011 by and between the City of Colton ("City") and Hogle-Ireland, Inc. ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Fourth Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated November 6, 2007 ("Agreement"), whereby Consultant agreed to prepare an update to the Housing Element and Land Use Element for the City's General Plan.

2.2 First Amendment. On October 7, 2008, City and Consultant amended the Agreement for the first time to expand the scope of services to include the preparation of the Circulation Element for the City's General Plan.

2.3 Second Amendment. On November 17, 2009, City and Consultant amended the Agreement for the second time to expand the scope of services to add an analysis of Greenhouse Gas Emissions.

2.5 Third Amendment. On September 21, 2010, City and Consultant amended the Agreement for the third time to extend the term of the Agreement to June 30, 2011.

2.5 Amendment. City and Consultant desire to amend the Agreement for the fourth time to extend the term of the Agreement to June 30, 2012.

3. TERMS.

3.1 Term. Section 3.1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"3.1.2 Term. The term of this Agreement shall be from November 6, 2007 to June 30, 2012, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement. Up to three one-year extensions may be approved upon written authorization from the City Manager."

3.2 Continuing Effect of Agreement. Except as amended by this Fourth Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Fourth Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Fourth Amendment.

3.3 Counterparts. This Fourth Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF COLTON

HOGLE-IRELAND, INC.

By:

Rod Foster
City Manager

By:

Paul Ireland
Partner

Attest:

Eileen C. Gomez
City Clerk

Approved as to Form:

Best Best & Krieger LLP
City Attorney

**FIFTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF COLTON
AND
DAVID EVANS AND ASSOCIATES, INC.**

1. PARTIES AND DATE.

This Fifth Amendment to the Professional Services Agreement ("Fifth Amendment") is made and entered into this 5th day of July 2011 by and between the City of Colton ("City") and David Evans and Associates, Inc. ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Fifth Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated June 5, 2007 ("Agreement"), to develop Phase I of a Specific Plan for the Pellissier Ranch Area.

2.2 First Amendment. On February 5, 2008, City and Consultant amended the Agreement for the first time to expand the scope of services to include creation of the draft Specific Plan and preparation of an Environmental Impact Report ("EIR") on the Pellissier Ranch Area.

2.3 Second Amendment. On August 5, 2008, City and Consultant amended the Agreement for the second time to expand the scope of services to cover additional studies needed for the EIR and to extend the term of the Agreement to March 7, 2009.

2.4 Third Amendment. On July 7, 2009, City and Consultant amended the Agreement for the third time to extend the term to June 30, 2010 and amend the scope of services by eliminating the Fiscal Impact Analysis, which would have generated a report based on projections that could not be relied upon due to the ongoing recession.

2.5 Fourth Amendment. City and Consultant amended the Agreement for the fourth time to extend the term of the Agreement to June 30, 2011.

2.6 Amendment. City and Consultant desire to amend the Agreement for the fifth time to extend the term of the Agreement to June 30, 2012.

3. TERMS.

3.1 Term. Section 3.1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“3.1.2 Term. The term of this Agreement shall be from June 5, 2007 to June 30, 2012, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement. Up to three one-year extensions may be approved upon written authorization of the City Manager.”

3.2 Continuing Effect of Agreement. Except as amended by this Fifth Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Fifth Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Fifth Amendment.

3.3 Counterparts. This Fifth Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF COLTON

DAVID EVANS AND ASSOCIATES, INC.

By:

Rod Foster
City Manager

By:

Linda Guillis
David Evans and Associates, Inc.

Attest:

Eileen C. Gomez
City Clerk

Approved as to Form:

Best Best & Krieger LLP
City Attorney